

**AGREEMENT  
BETWEEN  
BOROUGH OF CLAYTON  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
CLAYTON PATROLMEN/F.O.P. LODGE NO. 130  
GLOUCESTER COUNTY, NEW JERSEY**

**FOR THE YEARS**

**2017-2018**

qro (9/20/18)  
(9/20/18)

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## **AGREEMENT**

**THIS AGREEMENT**, made between the Borough of Clayton, hereinafter referred to as "Borough," and the Clayton Police Officers' Association, an affiliate of F.O.P. Lodge No. 130, hereinafter referred to as "F.O.P."

### **WITNESS:**

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment, and

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing an Agreement regarding wages, hours and other terms and conditions of employment;

**NOW THEREFORE**, in consideration of the following mutual consideration, it is hereby agreed to as follows:

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## **ARTICLE I** **RECOGNITION**

1. The Borough recognizes the Clayton Police Officers' Association, an affiliate of F.O.P. Lodge 130 ("F.O.P.") as the exclusive representative for the following personnel in Clayton Police Department, hereinafter referred to as "employees" regardless of assignment to Patrol or Detective Division.

/ Patrolmen  
/ Detectives

2. There shall be no discrimination, interference or coercion by the Borough or any of its agents or employees against the employees represented by the F.O.P. The F.O.P. or any of their agents or representatives shall not intimidate or coerce employees into membership. Neither the Borough nor the F.O.P. shall discriminate against any employee because of race, creed, color, age, sex, national origin or religion.

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**ARTICLE II**  
**DUES DEDUCTION AND AGENCY SHOP**

- A. Payroll deduction for dues to the F.O.P. for members who are employees of the Borough covered by this Agreement should be made by the Borough upon submission to the Borough by the F.O.P. of notification from said employee(s) authorizing the deduction of dues from their pay. The appropriate Borough official shall forward said dues to the F.O.P. at regular intervals. Employees shall have the authority to withdraw authorization for dues deduction in accordance with State law. Any such written authorization to deduct dues may be withdrawn by the employee holding employment any time by the following of notice of withdrawal with the Borough. Filing of notice of withdrawal shall be effective to halt deductions as of January 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed.
- B. The F.O.P. shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the F.O.P. in supplying to it information concerning the names of the employees and the amount of dues to be deducted.
- C. Any change in the amount of dues to be deducted during the terms of this Agreement shall only be accepted by the Borough when received on the letterhead of the F.O.P. and signed by the President of the F.O.P. and/or his/her designee. Said letter must specifically set out the amount of dues to be deducted and the day upon which said change in dues is to become effective.
- D.
  1. The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the F.O.P. and transmit the fees to the F.O.P. after written notice as to the amount of the fair share assessment is furnished to the Borough.
  2. The fair share fee for services rendered by the F.O.P. shall be in an amount equal to regular membership dues, initiation fees and assessments of the F.O.P., less the cost of benefits financed through the dues and available only to members of the F.O.P., which in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the F.O.P. to engage in lobbying activities designed to foster its policy goals through collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.
  3. The F.O.P. agrees that it has established a procedure by which a nonmember employee(s) in the unit can challenge the assessment as set forth in N.J.S.A. 34:13A-5.6. In the event



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the challenge is filed, the Borough pending final resolution of the challenge shall hold the deduction of a fair share fee in escrow.

4. No fees shall be deducted *for any* employee sooner than:
  - A. Thirtieth (30<sup>th</sup>) day following the notice of the amount of the fair share fee;
  - B. Satisfactory completion of a probationary period;
  - C. The tenth (10<sup>th</sup>) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment list.
5. The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the F.O.P. on a monthly basis during the term of this Agreement. The F.O.P. assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.
6. The F.O.P. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share information furnished by the F.O.P. or its representatives. Any action engaged in by the F.O.P., its representatives or agents, who discriminate between non-members with respect to the payment of such fee other than what is allowed under the law, shall be treated as an unfair practice.



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### **ARTICLE III** **MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Borough reserves to itself sole jurisdiction and authority over matters of policy and further, the Borough specifically retains the rights, in accordance with but not limited to the laws of the State of New Jersey, the United States and any other relevant and applicable laws, to do at least the following:

1. To direct the employees to the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge, or take any other disciplinary action for good cause against employees covered by this Agreement;
4. To relieve employees from duties because of lack of work or any other legitimate reasons;
5. To maintain the efficiency of the Borough's operations that is entrusted to it;
6. To determine the method, means and personnel by which such operations are to be conducted; and
7. Take any other lawful action with respect to its employees that is permitted.

The Borough also states that irrespective of those rights set forth above, that it does not waive the jurisdiction given to the Borough as set forth in Title 40 and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law.

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## **ARTICLE IV** **GRIEVANCE PROCEDURE**

A. 1. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having grievance to discuss the matter informally with an appropriate member of the Police Department, and having the grievance redressed without the intervention of the F.O.P.

B. A grievance is defined as any controversy arising over the interpretation and/or application of any provision of this Agreement or administrative decision or policy affecting terms and conditions of employment, which may be raised by an individual, the F.O.P. on behalf of and at the request of an individual, or the Borough.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent:

### **STEP 1**

1. Any aggrieved employee shall institute action under this provision, in writing within fifteen (15) business days of the occurrence of the grievance. An earnest effort shall be made to settle the difference between the aggrieved employee and the Chief of Police or the Captain as his designee. Failure to file the grievance within the required time shall constitute abandonment, unless the grievant could not have reasonably discovered the occurrence within said time.

2. If the Chief of Police or the Captain as his designee and the grievant cannot come to an amicable Agreement, the grievant shall submit his/her grievance, in writing, within fifteen (15) business days of the receipt of the written grievance.

### **STEP 2**

If the grievance is not resolved through Step 1, or if no answer has been received by the F.O.P. within this time period, the grievance shall be presented to the Director of Public Safety or designee within fifteen (15) business days from the date the Chief of Police or the Captain as his designee renders or should have rendered a decision. The Director of Public Safety shall investigate the alleged grievance and attempt to resolve it. The Director or designee shall, within fifteen (15) business days from receipt of the grievance, provide a written decision to the employee and/or the F.O.P., either answering the grievance or setting forth the terms of settlement, which should have been agreed to by all parties.

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### **STEP 3**

If the grievant is not satisfied with the decisions rendered in Steps 1 and 2, he/she shall submit his/her grievance to the Borough Council or its designated representative within fifteen (15) business days from the date Director of Public Safety or designee renders or should have rendered a decision. Said request for a Step 3 hearing shall be filed with the Borough Clerk. The Borough Council or its designated representative shall present a decision, in writing, within twenty-one (21) calendar days after receipt of the written grievance.

### **STEP 4.**

1. If the grievant is not satisfied with the decisions rendered in Steps 1, 2 and 3, he/she may submit his/her grievance to an arbitrator for final resolution of the grievance. Only those grievances regarding the interpretation, application and specific provisions of this Agreement shall be arbitrable. The request by either party for such arbitration must be made within twenty (20) calendar days from the date the Borough Council or its designated representative renders or should have rendered its decision. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

2. The arbitrator shall be bound by the provisions of this Agreement and will restrict his/her opinion to the application of facts presented to him involving the grievance. The arbitrator shall in no way have authority to add to, modify, detract from, or alter in any way, any of the provisions of this Agreement or any amendment or supplement thereto.

3. The costs for the services of arbitration shall be borne equally by the Borough and the F.O.P. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same. Decisions rendered by the arbitrator shall be final and binding, consistent with applicable law, and the award must be in writing with appropriate factual and legal arguments and conclusions.

4. The arbitrator shall only be permitted to hear one (1) grievance and only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Borough and the F.O.P. prior to the commencement of the arbitration.

5. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall attempt to issue his/her decision within thirty (30) days after the close of the hearing.



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D. Either the Borough or the F.O.P. may waive any steps to the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.

E. The time limits set forth herein shall be reasonably adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed conclusive and shall not be appealable. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

F. The parties agree that for the purposes of this Article, the normal adherence to the chain of command shall not be a requirement.

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## **ARTICLE V** **SALARIES**

The salary schedule for all employees covered by this Agreement is set forth below.

1. Officers, when hired, shall be compensated at the salary level reflecting "Recruit (8<sup>th</sup> Class)."
2. After one year completed as a Recruit (8<sup>th</sup> Class), the officer shall move to "Seventh Class Patrolman."
3. After one year completed as a Seventh Class Patrolman, the officer shall move to "Sixth Class Patrolman."
4. After one year as a Patrolman Sixth Class, the officer shall move to "Patrolman Fifth Class."
5. After one year as a Patrolman Fifth Class, the officer shall move to "Patrolman Fourth Class."
6. After one year as a Patrolman Fourth Class, the officer shall move to "Patrolman Third Class."
7. After one year as a Patrolman Third Class, the officer shall move to "Patrolman Second Class."
8. After one year as a Patrolman Second Class, the officer shall move to "Patrolman First Class."
9. The six months probationary period that officers are required to serve shall not be detrimental of salary levels.
10. All movement in rank shall be subject to the recommendations of the Chief of Police.
11. Any employee assigned to the position of "Detective" will receive the annual sum of One Thousand Dollars (\$1,250.00) for being "On Call." Payments shall be made on June 1<sup>st</sup> and November 1<sup>st</sup> of each year.

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	2016	2017	2018
Recruit	\$ 39,253.03	40,038.09	40,838.85
7th Class	\$ 42,627.36	43,479.91	44,349.51
6th Class	\$ 46,001.69	46,921.72	47,860.16
5th Class	\$ 52,274.59	53,320.08	54,386.48
4th Class	\$ 58,548.65	59,719.62	60,914.02
3rd Class	\$ 68,450.87	69,819.89	71,216.28
2nd Class	\$ 78,169.78	79,733.18	81,327.84
1st Class	\$ 85,132.12	86,834.76	88,571.46

A single retroactive payment shall be paid by the Borough within thirty (30) days of ratification of this Agreement by both parties, and shall be paid based upon all hours worked in the calendar years of 2017 and 2018 for base salary, annual holiday pay, overtime, comp time cashed out, FLSA time paid, shift supervisor pay, and vacation buy-back. For the duration of this Agreement, there shall be continued movement on all steps of the salary guide.

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**ARTICLE VI**  
**SHIFT DIFFERENTIAL**

All employees covered under this Agreement will receive a shift differential for working shift work. Said differential shall be paid as follows:

2017	\$600.00
2018	\$600.00

This differential will be paid annually no later than November 1<sup>st</sup> of each year.

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## **ARTICLE VII**

### **OVERTIME**

1. Each employee required to work beyond his/her normal shift shall be required to time and one-half compensation or to accumulate compensatory time of equal monetary value, up to a maximum of two hundred and fifty (250) hours.

2. It is understood and agreed that the term "normal shift" shall be defined as any continuous twelve (12) hour period within any continuous period of twenty-four (24) hours. It is further agreed and understood that the normal work week for the employees covered by this Agreement shall consist of no more than forty (40) work hours in any week. A seven (7) day work period shall be defined as beginning at 12:01 a.m. Monday, extending through 11:59 p.m. on Sunday.

3. For the purpose of computing overtime, all hours worked in excess of the twelve (12) hours in one twenty-four (24) hour day shall be compensated at a rate of one and one-half (1 ½) times the officer's regular base pay.

4. For the purpose of computing overtime for personnel working an eight (8) hour shift, all hours worked in excess of eight (8) hours in one twenty-four (24) hour period shall be compensated at a rate of one and one-half (1 1/2) times the officer's regular base pay.

5. All overtime will be computed using base salary, plus shift differential, plus education incentive. All overtime will be computed on a 2,080 hour work year.

  
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## **ARTICLE VIII HOLIDAYS\*\***

1. The employee shall observe thirteen (13) paid holidays as listed below. In addition to the employee's regular pay, he/she shall be paid at the rate of one and one-half times regular pay if he/she works the holidays, or any portion thereof, and a straight time rate for any holiday not worked.

2. All holiday pay over one-hundred and four (104) hours (i.e., 52 hours) will be paid in one (1) single payment to be paid not later than November 1<sup>st</sup> of each year.

3. For the years covered during this Agreement period, the employee will receive a total of one-hundred and fifty-six (156) holiday hours, plus six (6) hours for each holiday worked. EXAMPLE: Thirteen (13) twelve (12) hour holidays plus six (6) hours for each holiday worked to be placed in a bank, to be paid as stated in paragraph 2.

4. Eight (8) hours for each thirteen (13) holidays shall be rolled into his/her base pay and paid bi-weekly. This being a total of one-hundred and four (104) hours. This one-hundred and four hours is not in addition to the one-hundred and fifty-six (156) hours.

### **HOLIDAYS**

New Years Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
July 4 <sup>th</sup>	Labor Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
	Christmas

Any employee who works Easter shall receive eighteen (18) hours pay for twelve (12) hour shift. This Agreement states a twelve (12) hour shift worked shall entitle the employee to eighteen (18) hours pay (1 ½ pay only if worked).

\*\* All new employees hired after January 1, 2010 will not receive holiday pay unless they are scheduled to work on the day of that holiday and will be paid holiday rate.



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## **ARTICLE IX** **CLOTHING**

1. All employees covered under this Agreement will receive up to Five-Hundred Seventy-Five Dollars (\$575.00) per year reimbursement for Uniform Replacement on a voucher system.

2. All officers covered under this Agreement will receive a full compliment of uniforms and equipment as described in the police manual. Each employee shall maintain uniforms and equipment to the standards required by the Chief of Police.

3. The amount of clothing that the detective receives will be the same as the patrol officers as authorized by the Chief of Police. All Detectives will submit receipts and vouchers to the Chief of Police for reimbursement.

4. Upon proper authorization by the Chief of Police and the filing of the proper receipts with the Borough, full reimbursement will be given to each employee who must replace a uniform item.

5. Employees covered under this Agreement will be paid Sixty Dollars (\$60.00) per month for the cleaning of their uniforms.

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## INITIAL UNIFORM ISSUE

<b>EQUIPMENT</b>	<b>QUANTITY</b>
Long Sleeve Shirt	4
Short Sleeve Shirt	4
Pants	4
Hat	1
Ties	3
Tie Bar	1
Sweater	1
Summer Jacket	1
Winter Jacket	1
Raincoat	1
Rain Hat	1
Bullet Proof Vest	1
Shoes/Boots	1
Rechargeable Flashlight	1
Portable Radio	1
Duty Belt	1
Holster	1
Duty Weapon	1
Magazine Ammo Case	1
Handcuffs	1
Handcuff Case	1
Cap Stun	1
Cap Stun Case	1
Glove Case	1
Department Badge	1
Name Tag	1
Collar Brass "CP NJ"	1

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## **ARTICLE X**

### **SCHEDULE**

1. The regularly scheduled work week for personnel working a rotating shift schedule shall be a twelve (12) consecutive hour shift, three (3) consecutive days per week. The work week shall consist of three (3) consecutive days of work, with three (3) consecutive days off.

2. The regularly scheduled work week for all personnel not working a rotating shift schedule shall be an eight (8) consecutive hour shift, five (5) consecutive days per week and two (2) consecutive days off.

3. Officer's shift shall not be changed prior to ten (10) day written posted notification except in an extreme emergency in accordance with N.J.S.A. Title 40A.

EXAMPLE: If an officer were to use a personal day and that day caused a shortage of manpower beyond overtime, then this would constitute an emergency.

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**ARTICLE XI**  
**COMPENSATION TIME**

1. The employee cannot carry more than two-hundred fifty (250) hours of compensatory time in escrow. It is further agreed that the employee may carry up to two hundred fifty (250) hours of compensatory time into the following year. If the employee wishes to cash in compensatory time for pay, he/she may not cash in more than eighteen (18) hours in any one pay period, and will be paid at the employee's current rate of pay.

2. When an employee retires, he/she will be paid all compensatory time on a bi-weekly basis at the employee's current rate of pay.

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**ARTICLE XII**  
**CALL IN TIME**

1. Employees called in for duty or meetings on his/her time off shall be compensated for a minimum of four (4) hours at the rate of time and one-half.

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## **ARTICLE XIII**

### **SICK LEAVE**

1. A. Sick leave benefits for non-injury matters shall remain unlimited as in the past. After three (3) days of continued illness or injury, the officer must furnish a doctor's verification of illness or injury prior to returning to duty.

B. A work-related injury which requires the employee to be temporarily absent from duty shall not be cause for loss of pay. The employee shall receive the difference between Worker's Compensation benefits and his/her regular pay for a period of at least six (6) months. If the work-related injury caused the employee to be absent from duty longer than six (6) months, the continued payments of the difference between Worker's Compensation benefits his/her regular pay shall be made at the discretion of the Mayor and Borough Council on the recommendation of the Public Safety Committee.

2. A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, injury, pregnancy or exposure to a contagious disease.

B.(1) All absences due to illness or disability shall be reported immediately by or for the employee to the Chief of Police, Captain or designee, with an indication of expected duration of such illness or injury. In all cases of reported illness or injury, the Borough reserves the right to send a physician, designated by the Chief on behalf of the Borough, to investigate the report.

(2) Members of the department who are unable to report for duty should notify the desk officer in person or by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the department with all pertinent facts.

(3). Members of the department, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or any subsequent change of their place of confinement. If unable to report such, a relative or other responsible person shall notify the department with all pertinent facts.

(4). Maternity leave shall be treated as sick leave when properly certified by a physician. Except for reasons of health or inability to perform her duties, a pregnant Police Officer shall be permitted to work until such time as the Officer's physician removes her from street duty and she is assigned to an in-house function by the Chief of Police. The female officer shall receive a six (6) week leave of absence, with pay, after the birth of her child.

C. When an absence due to illness does not exceed two (2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement from the attending physician. The Borough reserves the right to have the employee examined by the Borough designated physician, as defined above, before returning to duty. Any absence due to illness or disability in excess of three (3) consecutive days require a written statement from the attending physician and a certified as fit for duty before returning to duty.

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D. Abuse of sick leave shall be cause for disciplinary action.

E. If an officer is injured while off-duty pursuant to the State guidelines, the Borough will continue full salary, minus disability benefits, if any, for up to three months.

F. After three calendar days of illness or injury, a doctor's verification of illness or injury may be required prior to returning to duty or, alternatively, may be required to be examined by the Borough's doctor.

G. In the event an employee calls out sick on a work day that is the last work day prior to a holiday or scheduled vacation or the first work day following a holiday or scheduled vacation, the employee may be asked to provide a doctor's verification of illness or injury prior to returning to duty or, alternatively, may be required to be examined by the Borough's doctor.

H. In the event that an employee takes sick leave and seeks FMLA or NJFLA leave for the same sickness or illness, such FMLA or NJFLA leave shall run consecutive with that sick leave.

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**ARTICLE XIV**  
**FAMILY MEDICAL LEAVE ACT**

The Borough will follow the guidelines and standards as set forth in the "Family Medical Leave Act" for each employee covered under this Agreement. Any leave taken in connection with any injury or illness shall be deemed to run consecutively with any available qualifying FMLA or NJFLA leave.

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**ARTICLE XV**  
**MEDICAL INSURANCE AND EXAMINATIONS**

1. The Borough shall continue to maintain all medical, prescription, vision and dental benefits, to which active employees presently enjoy. See attached Appendix A listing all medical, prescription, vision and dental benefits.

2. A complete physical examination will be given to each employee. One-half of those covered under this Agreement will receive it each year. The tests administered shall include but not be limited to chest x-ray, EKG, complete blood count, urinalysis, blood pressure, serum cholesterol, pulse, physical agility, visual acuity, hernia, prostate, dermal surfaces, orifices, general evaluation of employee's extremities and physiological evaluation. The employee shall receive a copy of the physician's report when received by the Borough. The employer will set up the appointments.

3. All employees will receive a three (3) part synthetic Hepatitis "B" vaccination.

4. In the event an officer is killed in the line of duty, the Borough of Clayton will provide, at their expense, the medical package provided for other active employees under this Agreement for the surviving spouse and the officer's children. This coverage would be in effect for the officer's children up to the age of eligibility according to the insurance carrier. In the event the officer's spouse should remarry, this coverage will cease for the spouse and if the children are adopted, their coverage will also cease.

  
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## **ARTICLE XVI** **COURT APPEARANCES**

1. An officer is required to appear in the Municipal, County, State, Federal or Juvenile Court during his/her off-duty time, shall receive a minimum of two (2) hours pay at their overtime rate. If the officer is required to stay longer than the minimum of two (2) hours, he/she will continue to receive their normal overtime rate until court has been completed.

EXAMPLE: Officer is in Juvenile Court for four (4) hours, then he/she will be paid four (4) hours at his/her overtime rate.

2. Any employee covered under this Agreement that is off-duty and contacted by the Prosecutor's Office, Borough or Courts and put on a "stand-by" notice, shall receive a minimum of two (2) hours pay at the overtime rate for that day of "stand-by" only.

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## **ARTICLE XVII** **EDUCATION INCENTIVE**

1. Any employee prior to their employment or after their employment who has or has obtained a degree in Criminal Justice and upon filing the official transcript with the Borough, shall be entitled to the following compensation which is to be computed as of December 15<sup>th</sup> of the year earned and following years. This added incentive is not to be used for the computation of percentage increases.

2. Any employee covered under this Agreement attending a Police Academy or other police training academy recognized by the New Jersey Training Commission, with the permission of the Chief of Police, shall be compensated straight-time pay while working and time and one-half when off-duty to complete the course.

3. With the exception of firearms and any refresher schools, each officer covered under this Agreement shall be given the opportunity to attend one (1) police-related school each year. The Chief of Police will determine the school that each officer will attend.

4. Any employee covered under this Agreement who maintains a current certification in either Emergency Medical Technician (EMT) or Paramedic, will receive \$200.00 for EMT or \$250.00 for a Paramedic, provided the training is not required by the Borough on a newly-hired employee.

5. Employees covered under this Agreement may attend college courses and submit to the Borough for reimbursement up to Three-hundred Dollars (\$300.00) per semester. The Borough, however, requires that you maintain a "C" or a 2.0 Grade Point Average. The courses must be job-related and/or part of a criminal justice program degree requirement.

Any employee who has or has obtained a degree will be paid the following incentives by November 1<sup>st</sup>. The incentives are not cumulative.

### EDUCATION INCENTIVES

Associates Degree	\$300.00
Bachelors Degree	\$600.00
Masters Degree	\$900.00

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XVIII**  
**MANAGEMENT ADVISORY COMMITTEE**

1. The Management Advisory Committee shall be composed of one (1) Sergeant, one (1) Patrolman, Union President, the Public Safety Director and the Chief of Police.

2. It shall be the duty of the Management Advisory Committee to:

A. Evaluate and attempt to resolve problems and potential grievances presented to the Committee.

B. At least annually review the rules and regulations governing the Police Department and make appropriate recommendations to the Borough, with the intention of making a more professional and proficient Police Department.

3. The authority of the Management Advisory Committee shall not affect or restrict the policy-making power of the Borough as provided by law.

 Boro (9/20/18)

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M.F. F.O.P. (9/20/18)

## **ARTICLE XIX** **VACATIONS**

1. The following vacation schedule shall be effective during the term of this Agreement:

1-3 years inclusive	96 Hours
4-9 years inclusive	144 Hours
10-15 years inclusive	192 Hours
16-23 years inclusive	240 Hours
24 and over	280 Hours

2. Employees covered under this Agreement will utilize their vacation time as done in the past, providing it does not exceed the total time set forth in this Agreement.

3. Vacation time submitted before April 15 shall be granted strictly on the basis of seniority. After April 15, any remaining vacation time shall be granted on a first-come, first-served basis regardless of seniority. Only one employee shall be permitted to be on vacation during any given shift unless the Chief of Police or his designee grants prior permission.

4. All vacation days will be enjoyed by any new employee upon completion of one (1) year of service.

5. All employees covered under this Agreement are permitted to carry-over one week's vacation into the next year.

6. All employees covered under this Agreement shall be permitted to take less than one (1) full day's vacation in compliments of six (6) hours or one-half (1/2) day.

7. All employees covered under this Agreement shall be permitted to sell back to the Borough up to one week's vacation with the understanding that said request must be submitted before November 1<sup>st</sup> of that year and that it will not be paid until after passage of the Borough's Annual Budget in the following year.

  
Boro (9/20/18)

M.F. F.O.P. (9/20/18)

## **ARTICLE XX** **TRAVEL EXPENSES**

Any employee using his/her personal vehicle during off-duty time for travel approved by the Chief of Police to police-related schools and business outside the Borough of Clayton shall be reimbursed as the standard Internal Revenue Service (IRS) mileage reimbursement rate. Additional travel expense may be authorized at the discretion of the Borough.

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

## **ARTICLE XXI** **FIREARMS TRAINING**

The Borough shall provide firearms training in accordance with the Attorney General's decision per the Use of Deadly Force Policy and guidelines adopted by the Gloucester County Prosecutor's Office.

 Boro (9/20/18)  
M.F. F.O.P. (9/20/18)

## **ARTICLE XXII** **FUNERAL LEAVE**

1. Each employee covered under this Agreement shall be permitted to take off his/her next five (5) consecutive working days without incurring loss of pay. The employee can use this time for the purpose of mourning the death loss or conducting funeral arrangements for his/her immediate family. Immediate family shall include spouse, mother, father, step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouses' grandparents, legal guardian or any individual that is permanently domiciled in the residence as a member of his/her family.
2. If an employee is scheduled to work on the day of a funeral for a more distant relative, he/she shall be permitted to take the day off without loss of pay and to attend the funeral by submitting the appropriate leave form, including the relationship, to the Chief of Police for file purposes.

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

## **ARTICLE XXIII** **PERSONAL LEAVE**

1. A. The Chief of Police shall approve four (4) days with pay for personal, legal, business, household or family matters which require the employee to be absent during a scheduled shift. The employee shall not be required to state the reason for taking such leave other than he/she is taking it in accordance with this Article.

B. The Chief of Police shall approve one (1) additional personal day after five (5) years of service for the same purposes above.

2. Leave in accordance with this Article shall not be granted if it is requested for a holiday covered under Article VIII of this Agreement.

3. Except in emergencies, where only four (4) hours as needed, all requests for leave shall be submitted in writing to the Chief of Police at least one (1) day (a full twenty-four (24) hours) prior to taking the leave.

4. All personal days will be enjoyed by any newly-hired employee upon completion of one (1) year of service with the Borough.

5. Between December 1 and December 31 of the calendar year, the use of two or more consecutive personal days shall require the consent of the Chief of Police or his designee.

  
Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XXIV**  
**LEAVE FOR F.O.P./P.B.A. BUSINESS**

1. F.O.P./P.B.A. Delegates and Convention Delegates shall be permitted to attend all conventions of the State or National Organization with no loss of time or pay. Time shall be provided for travel to and from the location of the convention or meeting without loss of time or pay.

2. State Trustees to the F.O.P./P.B.A. shall be permitted to attend the State Meetings of the New Jersey State F.O.P./P.B.A. and all Special Meetings ordered by the State Lodge with no loss of time or pay. When possible, except in an emergency, the Trustee shall notify the Chief of Police, in writing, of the date, time, location and duration of such meeting or convention at least ten (10) days in advance.

  
Boro (9/20/18)  
M.F. F.O.P. (9/20/18)

**ARTICLE XXV**  
**OUTSIDE EMPLOYMENT**

1. All employees shall notify the Borough, in writing, of any off-duty employment other than Borough-related. Police equipment and uniforms shall not be used during periods of off-duty employment except as specifically authorized by the Borough.

2. All outside employment will be authorized and paid according to Borough Ordinance 01-07 "An Ordinance Amending Ordinance Establishing Off-Duty Police Employment in the Borough of Clayton". This will include the Board of Education.

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

## **ARTICLE XXVI** **SHIFT SUPERVISOR**

The Chief of Police shall assign a Sergeant to each shift. If a Sergeant is not assigned, the Chief of Police shall appoint a Patrol Officer as Acting Shift Supervisor. The Acting Shift Supervisor shall be compensated at the Sergeant's rate of pay for those hours worked.

Parties agree to this Article being subject to a reopener if additional titles are created in the Superior Officers' Contract.



Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XXVII**  
**NEGOTIATIONS PROCEDURE**

1. The parties agree to enter into collective negotiations over a successor Agreement, in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Police Department employees covered by this Agreement. Negotiations shall begin no later than September 15<sup>th</sup> of the calendar year in which the term of this Agreement expires.
2. Any Agreement negotiated shall be reduced to writing and signed by the authorized representatives of the Borough of Clayton and the authorized representatives of the F.O.P.
3. There shall be no changes in the terms and conditions of this Agreement during its lifetime except through negotiations between the two parties. If there should be a change in the number of employees covered by this Agreement, any negotiations or lack of negotiations, regarding such change shall be governed by applicable court decisions.
4. Whenever any representative of the F.O.P. is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meeting, he/she shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the Department.

  
Boro (9/20/18)

M.F. F.O.P. (9/20/18)

## **ARTICLE XXVIII** **RETIREMENT**

1. A. Upon retirement from the Borough of Clayton all personnel mentioned in this Agreement who retire after twenty-five (25) years of service (with a minimum of ten (10) years of service with the Borough of Clayton) shall retain coverage for medical, dental, prescription and eye care benefits. It is understood that the State Health Benefits Programs effective on January 1, 2007 establishes the co-pays and deductibles for Doctor visits and Prescriptions. It is agreed that the amount established by the State Health Benefits Program for all co-pays and deductibles shall be the retiree's responsibility per the State Health Benefits program as imposed by the State during the length of this Contract.

B. Retirees shall receive reimbursement for the difference between co-payments by active employee versus the amount paid by retired employees. Reimbursement shall be made to the Retiree upon submission of receipts and the appropriate signing of the Borough voucher to be processed in a timely fashion.

2. Employees will receive, upon retirement, all Personal Days, Compensatory Time, Sick Time and Holiday Pay, pro-rated up to the date of retirement for that year.

3. Employees will receive, upon retirement, the full year's vacation time that he/she is entitled to receive for the year in which the employee is retiring.

4. All retirees will receive from the Borough, upon their official retirement date, a letter from the Borough advising them of all benefits they are entitled to receive upon their retirement from the Borough.

5. All employees retiring after twenty (20) years of service (with a minimum of ten (10) years of service with the Borough) shall retain coverage for medical, dental, prescription and eye care benefits as per (1)A above.

6. Any employee hired after April 2, 2001 will not be entitled to the Retirement Benefits Package upon retiring after twenty (20) years of service with the Borough.

7. Health benefits (including prescription-drug coverage) after retirement shall be afforded to an employee's spouse, but only if the employee is married to that spouse at the time of the employee's retirement. Accordingly, the Borough shall not be responsible for post-retirement health benefits and prescription-drug coverage for any person who is not the spouse of an employee at the time of that employee's retirement, and any employee who retires while married, subsequently divorces, and then remarries a different person shall not receive health benefits and prescription-drug coverage for that new spouse. Nothing herein shall be interpreted to preclude children born to an employee after that employee's retirement – including children born to a spouse other than that to which the employee was married at the time of the employee's retirement – from receiving health benefits and prescription-drug coverage.

  
Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XXIX**  
**SAVINGS CLAUSE**

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalidated provisions.

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XXX**  
**RETENTION OF BENEFITS**

Except as otherwise provided, all right, privileges and benefits sanctioned by the governing body which the employees have heretofore enjoyed from January 1, 1974 to present, and presently enjoying, shall be maintained and continued by Employer during the term of this Agreement, at no less than the highest standards in effect.

  
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Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XXXI**  
**LAYOFFS**

Any employee who is laid off shall receive four (4) weeks of pay at his/her current rate of pay.

In the event the employee leaves the Borough for other employment or is fired or laid-off, he/she will be paid for all compensatory time, vacation time, court time or any monies owed and will be paid for such time upon leaving his/her employment with the Borough.

  
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Boro (9/20/18)  
  
M.F. F.O.P. (9/20/18)

**ARTICLE XXXII**  
**DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2017, *nunc pro tunc*, and shall terminate December 31, 2018. If either party desired to change this Agreement, they shall notify the other party at least one-hundred twenty (120) days prior to the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

The terms set forth in this Agreement shall remain in effect after December 31, 2018 and during the time a successor Agreement is being negotiated.

  
Boro (9/20/18)  
M.F. F.O.P. (9/20/18)

### **ARTICLE XXXIII**

### **DISCIPLINE**

In addition to the appeal process provided for in Title 40 and 40A, the Police Department Rules and Regulations and local Ordinances, an appeal of minor disciplinary actions of up to five (5) days suspension if heard and decided by the governing body, will be handled through the Grievance Arbitration process under Title 34, (i.e., Public Employees Relations Commissions (PERC)).



Boro (9/20/18)

m.F. F.O.P. (9/20/18)

**ARTICLE XXXIV**  
**POLICE K-9 ASSIGNMENT**

1. The active canine (K-9) Handler/Officer shall receive Fifteen Hundred Dollars (\$1,500.00) per year stipend for home care, feeding, grooming, kennel care and vehicle cleaning.
2. All training days, recertification or re-evaluation of the K-9 and Handler/Officer shall be scheduled on workdays to minimize unnecessary overtime whenever possible.
3. The handler and K-9 shall be given ample training time by the Borough to comply with the Attorney General's K-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement.
4. The Borough of Clayton shall be responsible for all veterinary expenses, food, grooming supplies and related equipment associated with the care and maintenance of the police K-9.
5. Payment shall be made on June 1<sup>st</sup> and November 1<sup>st</sup>.
6. Upon retirement of the police K-9 from active duty, the Borough shall allow K-9/handler to take ownership and full responsibility for the K-9 if they so desire.

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

**ARTICLE XXXV**  
**27 PAY PERIOD**

In any year in which there are twenty-seven (27) pay periods, an employee covered in this Agreement will receive 1/27<sup>th</sup> of his/her annual salary per pay in that year. In any other year other than a 27-pay period, the employee covered under this Agreement will receive 1/26<sup>th</sup> of his/her annual salary per pay in that year.

 Boro (9/20/18)

M.F. F.O.P. (9/20/18)

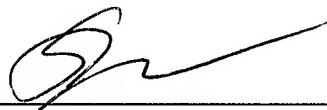
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by the Public Safety Director of the Borough of Clayton and representatives of the Fraternal Order of Police Lodge 130, attested to by the Clerk of the Borough of Clayton and Secretary of Fraternal Order of Police Lodge 130 and their corporate seals placed hereon this date written.

**BOROUGH OF CLAYTON**

Attest:

By:

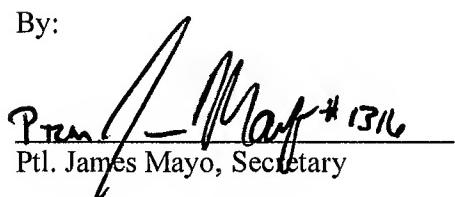
  
Christine Newcomb, Borough Clerk

  
Hon. Thomas Bianco, Mayor

**F.O.P. LODGE 130**

Attest:

By:

  
Ptl. James Mayo, Secretary

 #1311  
Ptl. Mike Foley, President

18 SEP 20 PM 7:41

 Boro (9/20/18)

45

 F.O.P. (9/20/18)

**APPENDIX A**  
**MEDICAL, PRESCRIPTION, VISION AND DENTAL BENEFITS**

Type of Coverage	Carrier
Medical	State Health Benefits Program(s)
Prescription	State Health Benefits Program, Prescription Program
Vision	Spectera, Inc.
Dental	Bollinger, Inc.

The above carriers and programs have been offered and accepted through the term of this contract and shall remain in full force and effect until a subsequent contract is negotiated.

It is understood that the State Health Benefits Programs establish on January 1, 2007 establishes the co-pays and deductibles for Doctor visits and Prescriptions. It is agreed that the amount established by the State Health Benefit Program for all co-pays and deductibles shall be the employee's responsibility per the State Health Benefits program as imposed by the State during the length of this Contract.

It is also understood and agreed to that if the Borough of Clayton chooses to change the existing health care providers in the future, the existing State Health Benefits Program will act as the benchmark to establish benefits.

  
Boro (9/20/18)

  
F.O.P. (9/20/18)